

GROTON TOWN COURT SECURITY AGREEMENT

THIS AGREEMENT made this 12th day of November 2024 by and between the **VILLAGE OF GROTON** (the "Village"), a municipal corporation with its offices at 143 E. Cortland Street in the Village of Groton, Tompkins County, State of New York, and the **TOWN OF GROTON** (the "Town"), municipal corporation with its offices at 101 Conger Boulevard in the Village of Groton, County of Tompkins, State of New York.

RECITALS

1. The Village has an established Police Department providing law enforcement and related services for the Village and for such other municipalities and parties with whom it contracts;
2. The Village abolished its Village Court. The Town Court which is located within the Village, has assumed that responsibility;
3. The Town deems it desirable and in the public interest to contract with the Village for police protection and law enforcement services for its Town Court as hereinafter provided, which services are intended to provide protection for safety, health, comfort, and general welfare of the Town' s officials, inhabitants and persons attending the proceedings of the Town Court;
4. The Village is willing to provide such police protection and law enforcement services on the terms and provisions hereinafter provided;
5. Article 5-G of the General Municipal Law authorizes municipalities to enter into contracts for the performance by one for the other of its functions, powers, and duties.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Police Services; Subject to the limitations and the terms hereinafter specified, the Village will provide police protection and law enforcement services to the Town as hereinafter set forth.
2. Obligations of Police Department; The parties hereto hereby recognize that the obligation of the Village and its police department is the protection of all Village residents and all persons and property within the Village. Accordingly, notwithstanding any other provisions in this Agreement to the contrary, in the event of an emergency within the Village during which it is determined, in the reasonable judgement of the Police Chief/OIC of the Police Department, that the officer performing services hereunder is needed at the site of the emergency, such officer shall be permitted to respond to such emergency, and the Village shall not be obligated, while such emergency continues, to perform services hereunder. In addition, thereto, any delay in or failure of performance by the Village shall be permitted and deemed excusable if such delay or failure is caused by occurrences beyond the control of the Village,

including, but not limited to, acts of God, compliance with any order or request of any governmental authority, acts of war or terrorism, sabotage, accidents, strikes, or other concerted actions of employees, weather, and any other cause not within the control of the Village. The Village will use its best efforts to avoid any of the foregoing circumstances under which it will be unable to perform the services hereunder only in the event of exigent circumstances. In the event under the foregoing circumstances that the officer intended to perform services hereunder does not in fact perform such services, the amount charged to the Town as provided below shall reflect the reduction of time during which such officer was not present.

3. Police Services Contemplated; The police protection and law enforcement services to be provided pursuant to this agreement shall include the following:
 - * Security of the Town Court area within the Town Hall during regularly scheduled court sessions and pre-trial hearings;
 - * Maintaining public order during proceedings;
 - * Placing persons in custody to be remanded to the Public Safety Building as directed by the presiding judge, and maintaining custody of such persons until such time that said person can be transported to the Public Safety Building by a law enforcement agency;

It is anticipated that such services shall be provided by one police officer during the regularly scheduled Town Court sessions. The Town Court will provide the Village with a court calendar of regular sessions. The Village shall not be obligated to provide more than one officer or perform such services at any times other than those provided above unless arrangements therefore have been agreed upon in advance and in writing by the Village and the Town.

4. Payment for Services; In consideration of the police protection and law enforcement services provided by the Village hereunder, the Town agrees to pay monthly to the Village the sum of \$42.50 per hour for each officer hour of police protection and law enforcement services rendered hereunder, with a minimum of 3 hours paid for each court session. The hourly amount to be negotiated at the beginning of the Towns calendar year. The Town shall pay to the Village such monthly amount within 30 days of the Town' s receipt of a voucher/bill from the Village for the services provided.
5. Terms of Agreement; This Agreement shall commence on January 10, 2025, and continue until the Groton Town Board Organizational meeting of 2026. However, either party may terminate this agreement at any time upon 60 days written notice to the other.
6. Insurance and Indemnification; So long as this agreement may remain in effect, (i) the Village shall defend, indemnify and hold harmless the Town against, and with respect to, all losses, damages, liabilities, costs and expenses arising out of or related to the Village's negligent and/or unlawful performance of the services contemplated by this Agreement, and (ii) the Town shall defend, indemnify and hold harmless the Village against, and with respect to, all losses, damages, liabilities, costs and expenses arising out of or related to the Town's negligent and/or unlawful actions in conjunction with the operations and activities of the Town Court and the premises upon which such operations and activities occur.

7. No Modification; This Agreement may not be modified in any way unless by a written instrument executed by all parties.

8. No waiver; The waiver by any party hereto of a breach or a violation of any term or provision of this agreement shall not operate or be construed as a waiver of any subsequent breach or violation.

9. Invalidity; If any court of competent jurisdiction holds any provision of this agreement invalid or unenforceable, the other provisions of this agreement will remain in full force and effect. Any provision of this agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

10. Further Documents and Acts; The parties hereto agree to execute and deliver such other documents and to perform such other acts as may, from time to time, be reasonably required to give full force and effect to the intent and purpose of this agreement.

IN **WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year first above written.

Attest: Dated _____

Nancy Niswender, Village Clerk

THE VILLAGE OF GROTON
 by _____
Christopher J. Neville, Mayor

Attest: Dated _____

Robin Cargian, Town Clerk

THE TOWN OF GROTON
 by _____
Donald F. Scheffler, Town Supervisor